

CHAPTER 8
TRADE IN SERVICES

PART I: SCOPE AND DEFINITIONS

ARTICLE 8.1: SCOPE

1. This Chapter shall apply to measures adopted or maintained by a Party affecting trade in services, including measures in respect of:

- (a) the production, distribution, marketing, sale or delivery of a service;
- (b) the purchase or use of, or payment for, a service;
- (c) the access to and use of, in connection with the supply of a service, services which are required by a Party to be offered to the public generally; and
- (d) the presence in its territory of a service supplier of the other Party.

2. This Chapter shall not apply to:

- (a) measures affecting air traffic rights, however granted, or measures affecting services directly related to the exercise of air traffic rights and air traffic control and air navigation services, other than measures affecting:
 - (i) aircraft repair and maintenance services;
 - (ii) the selling and marketing of air transport services;
 - (iii) computer reservation system (“CRS”) services;
 - (iv) airport operation services;
 - (v) ground handling services; and
 - (vi) specialty air services.

The Parties note the multilateral negotiations pursuant to the review of the Annex on Air Transport Services of GATS. Upon the conclusion of such multilateral negotiations, the Parties shall conduct a review for the purpose of discussing appropriate amendments to this Agreement so as to incorporate the results of such multilateral negotiations.

CHAPTER 8 TRADE
IN SERVICES

PART I: SCOPE AND DEFINITIONS

ARTICLE 8.1: SCOPE

1. 本章应适用于一方采取或维持的、影响服务贸易的措施，包括有关以下方面的措施：

(a) 服务的生产、分销、营销、销售或交付；(b) 服务的购买或使用，或支付；(c) 与提供服务相关的服务和使用的获取及使用，以及一方需要向公众普遍提供的服务；以及 (d) 另一方的服务供应商在其领土内的存在。

2. 本章不适用于：

(a) 影响空中交通权利的措施，无论其如何授予，或影响与行使空中交通权利直接相关的服务、空中交通管制和空中导航服务的措施，但不包括影响以下措施：

- (i) 飞机维修服务；(ii) 航空运输服务的销售和营销；
- (iii) 计算机预订系统（“CRS”）服务；(iv) 机场运营服务；(v) 地面处理服务；以及 (vi) 特种航空服务。

缔约方注意到根据对GATS空中运输服务附件的审查进行的 multilateral negotiations。在 such multilateral negotiations 结束后，缔约方应当进行审查，以讨论适当的修正案，以便纳入 such multilateral negotiations 的结果。

- (b) government procurement;
- (c) services supplied in the exercise of governmental authority in a Party's territory;
- (d) subsidies or grants provided by a Party, including government-supported loans, guarantees, and insurance; and
- (e) measures affecting natural persons of a Party seeking access to the employment market of the other Party, or measures regarding citizenship, residence or employment on a permanent basis.

ARTICLE 8.2: DEFINITIONS

For the purposes of this Chapter:

- (a) **aircraft repair and maintenance services** means such activities when undertaken on an aircraft or a part thereof while it is withdrawn from service and does not include so-called "line maintenance";
- (b) **airport operation services** means passenger air terminal, airfield and other airport infrastructure operation services excluding airport security services and services covered in ground handling services;
- (c) **commercial presence** means any type of business or professional establishment, including through:
 - (i) the constitution, acquisition or maintenance of a juridical person; or
 - (ii) the creation or maintenance of a branch or a representative office, within the territory of a Party for the purpose of supplying a service;
- (d) **computer reservation system services** mean services provided by computerised systems that contain information about air carriers' schedules, availability, fares and fare rules, through which reservations can be made or tickets may be issued;
- (e) **controlled** means having the power to name a majority of directors or otherwise legally direct a juridical person's actions;
- (f) **ground handling services** means the provision, by a third party on a fee or contract basis, of the following activities performed at an airport:

(b) 政府采购；(c) 在一方领土上行使政府权力而提供的劳务；(d) 一方提供的补贴或津贴，包括政府支持贷款、担保和保险；以及 (e) 影响一方寻求进入另一方就业市场的自然人，或关于公民身份、居留或永久性就业的措施。

第8.2条：定义

本章中：

(a) 飞机维修服务是指当飞机或其一部分退出服务时进行的此类活动，不包括所谓的‘一线维护’；(b) 机场运营服务是指客运航站楼、机场和其他机场基础设施运营服务，不包括机场安保服务和地面处理服务涵盖的服务；(c) 商业存在是指任何类型的商业或专业机构，包括通过：(i) 设立、收购或维持法人；(ii) 在一方领土内设立或维持分支机构或代表处，以供应服务为目的；(d) 计算机预订系统服务是指由包含有关航空承运商的航班时刻表、可用性、票价和票价规则的计算机化系统提供的服务，通过这些系统可以进行预订或发行机票；(e) 受控是指有权任命法人多数董事或以其他合法方式指导法人的行为；(f) 地面处理服务是指第三方以费用或合同为基础在机场提供以下活动：

airline representation, administration and supervision; passenger handling services; ramp services; air cargo and baggage handling services; and load control and flight operation services. Ground handling services do not include security, aircraft repair and maintenance services or management of essential centralised airport infrastructure;

(g) **juridical person** of a Party means any legal entity duly constituted or otherwise organised under applicable law, whether for profit or otherwise, and whether privately-owned or governmentally-owned, including any corporation, trust, partnership, joint venture, sole proprietorship or association, which is either:

(i) constituted or otherwise organised in accordance with the law of that Party, and is engaged in substantive business operations in the territory of that Party; or

(ii) in the case of the supply of a service through commercial presence, owned or controlled by:

(A) natural persons of that Party; or

(B) juridical persons of that Party identified under subparagraph (i);

(h) **measure** means any measure by a Party, whether in the form of a law, regulation, rule, procedure, decision, administrative action or any other form, taken by:

(i) central, regional or local governments and authorities; and

(ii) non-governmental bodies in the exercise of powers delegated by central, regional or local governments or authorities;

(i) **measures by Parties affecting trade in services** include measures in respect of:

(i) the purchase, payment or use of a service;

(ii) the access to and use of, in connection with the supply of a service, services which are required by the Parties to be offered to the public generally; and

(iii) the presence, including commercial presence, of persons of a Party for the supply of a service in the territory of the other Party;

航空公司代表、管理和监督；旅客服务；登机桥服务；航空货物和行李处理服务；以及装载控制和飞行运营服务。地面处理服务不包括安全、飞机维修服务或机场关键集中基础设施的管理；

(g) 一方法人是指根据适用法律正式设立或以其他方式组织起来的任何法律实体，无论是否以营利为目的，也无论是否为私有或国有，包括任何公司、信托、合伙企业、合资企业、个体工商户或协会，其特征为：

(i) 根据该方法律设立或以其他方式组织，并在该方领土内从事实质性业务运营；或 (ii) 在通过商业存在提供服务的情况下，为：(A) 该方自然人；或 (B) 根据第 (i) 段确定的该方法人；

(h) 措施是指一方采取的任何措施，无论以法律、法规、规则、程序、决定、行政行为或任何其他形式，由以下机构采取：

(i) 中央、区域或地方政府和机构；以及 (ii) 在行使中央、区域或地方政府或机构授予的权力时，非政府机构；

(i) 影响服务贸易的各方的措施包括有关措施：

(i) 服务的购买、支付或使用；(ii) 与提供服务相关的服务和使用的获取及使用，包括各方要求向公众普遍提供的服务的；以及(iii) 一方人员在一方领土内为向另一方领土提供服务而存在的存在，包括商业存在；

- (j) **monopoly supplier of a service** means any person, public or private, which in the relevant market of the territory of a Party is authorised or established formally or in effect by that Party as the sole supplier of that service;
- (k) **natural person of a Party** means a natural person who under the law of the Party,
 - (i) for Australia, is an Australian citizen or a permanent resident of Australia; and
 - (ii) for China, is a natural person who under the Chinese law is a national of China;
- (l) **owned** means holding more than 50 percent of the equity interest in a juridical person;
- (m) **person of a Party** means either a natural person or a juridical person of a Party;
- (n) **qualification procedures** means administrative procedures relating to the administration of qualification requirements;
- (o) **qualification requirements** means substantive requirements which a service supplier is required to fulfil in order to obtain certification or a licence;
- (p) **sector of a service** means, with reference to a specific commitment, one or more or all subsectors of that service, as specified in a Party's Schedule in Annex III, or otherwise the whole of that service sector, including all of its subsectors;
- (q) **selling and marketing of air transport services** means opportunities for the air carrier concerned to sell and market freely its air transport services including all aspects of marketing such as market research, advertising and distribution, but do not include the pricing of air transport services nor the applicable conditions;
- (r) **services** includes any service in any sector except services supplied in the exercise of governmental authority;
- (s) **service consumer** means any person that receives or uses a service;
- (t) **service supplied in the exercise of governmental authority** means any service which is supplied neither on a commercial basis nor in competition with one or more service suppliers;

(j) 垄断服务供应商是指任何在缔约方相关市场内被该缔约方正式或实际上授权为该服务的唯一供应商的公共或私人实体；

(k) 一方自然人是指根据一方法律，(i) 对于澳大利亚，是澳大利亚公民或澳大利亚永久居民；以及 (ii) 对于中国，是根据中国法律是中国国籍的自然人；
 (l) 拥有是指持有法人50%以上的股权利益；(m) 一方人士是指自然人或一方法人；(n) 资格程序是指与资格要求管理相关的行政程序；(o) 资格要求是指服务供应商为获得认证或许可证而必须满足的实质性要求；(p) 服务部门是指，参考具体承诺，该服务的一个或多个或所有子部门，如附件III中一方附件中指定，或以其他方式为整个服务部门，包括其所有子部门；(q) 航空运输服务的销售和营销是指相关航空公司销售和自由营销其航空运输服务的机会，包括所有营销方面，如市场调研、广告和分销，但不包括航空运输服务的定价或适用条件；(r) 服务包括任何部门中的任何服务，除政府行使职能提供的服务外；(s) 服务消费者是指接收或使用服务的人；(t) 政府行使职能提供的服务是指任何既非商业性提供也非与一个或多个服务供应商竞争的服务；

- (u) **service supplier of a Party** means any person of a Party that supplies a service;¹
- (v) **specialty air services** means any non-transportation air services, such as aerial fire-fighting, sightseeing, spraying, surveying, mapping, photography, parachute jumping, glider towing, and helicopter-lift for logging and construction, and other airborne agricultural, industrial and inspection services;
- (w) **supply of a service** includes the production, distribution, marketing, sale and delivery of a service;
- (x) **trade in services** means the supply of a service:
 - (i) from the territory of a Party into the territory of the other Party (“cross-border supply mode”);
 - (ii) in the territory of a Party to the service consumer of the other Party (“consumption abroad mode”);
 - (iii) by a service supplier of a Party, through commercial presence in the territory of the other Party (“commercial presence mode”); and
 - (iv) by a service supplier of a Party, through presence of natural persons of that Party in the territory of the other Party (“presence of natural persons mode” or “movement of natural persons mode”);
- (y) **traffic rights** means the right for scheduled and non-scheduled services to operate and/or to carry passengers, cargo and mail for remuneration or hire from, to, within, or over the territory of a Party, including points to be served, routes to be operated, types of traffic to be carried, capacity to be provided, tariffs to be charged and their conditions, and criteria for designation of airlines, including such criteria as number, ownership and control.

¹ Where the service is not supplied directly by a juridical person but through other forms of commercial presence such as a branch or a representative office, the service supplier (i.e. the juridical person) shall, nonetheless, through such commercial presence be accorded the treatment provided for service suppliers in accordance with this Chapter. Such treatment shall be extended to the commercial presence through which the service is supplied and need not be extended to any other parts of the supplier located outside the territory of a Party where the service is supplied.

- (u) 一方服务提供者是指任何为另一方提供服务的一方人士服务；¹
- (v) 特种航空服务是指任何非运输类航空服务，如空中灭火、观光、喷洒、测量、测绘、摄影、跳伞、滑翔伞牵引以及用于伐木和建筑的直升机吊装和其他航空农业、工业和检查服务；
- (w) 服务供应包括服务的生产、分销、营销、销售和交付；
- (x) 服务贸易是指服务供应：
 - (i) 从一方领土到另一方领土（“跨境供应模式”）；
 - (ii) 在一方领土内向另一方服务消费者提供服务（“消费地模式”）；
 - (iii) 由一方服务提供者，通过在另一方领土内的商业存在（“商业存在模式”）；以及
 - (iv) 由一方服务提供者，通过该方自然人在另一方领土内的存在（“自然人存在模式”或“自然人流动模式”）；
- (y) 运输权是指定期和非定期服务在某一方的领土内、之间或上空运营和/或以报酬或雇佣方式承运旅客、货物和邮件的权利，包括服务点、运营路线、运输类型、提供能力、收费标准及其条件，以及航空公司指定标准，包括数量、所有权和控制权等标准。

¹ 如果服务不是由法人直接提供，而是通过分支机构或代表处等商业存在形式提供，则服务供应商（即法人）仍应通过该商业存在获得本章规定的对服务供应商的待遇。这种待遇应扩展到提供服务所通过的商业存在，并且无需扩展到供应商位于服务提供方领土之外的其他任何部分。

PART II: SCHEDULING APPROACH

ARTICLE 8.3: SCHEDULING OF COMMITMENTS

Each Party shall make commitments on National Treatment, Market Access and Most-Favoured-Nation Treatment in accordance with either Section A or Section B.

Section A: Positive Listing Approach

ARTICLE 8.4: SCHEDULE OF SPECIFIC COMMITMENTS

1. Where a Party schedules commitments in accordance with this Section, it shall set out in a schedule, called its Schedule of Specific Commitments, the specific commitments it undertakes in accordance with Articles 8.5, 8.6 and 8.8. With respect to sectors where such commitments are undertaken, its Schedule of Specific Commitments shall specify:

- (a) terms, limitations and conditions on market access;
- (b) conditions and qualifications on national treatment;
- (c) undertakings relating to additional commitments; and
- (d) where appropriate, the time-frame for implementation of such commitments.

2. Measures inconsistent with both Articles 8.5 and 8.6 shall be inscribed in the column relating to Article 8.6. In this case the inscription will be considered to provide a condition or qualification to Article 8.5 as well.

3. Schedules of Specific Commitments are annexed to this Agreement as Annex III and shall form an integral part thereof.

ARTICLE 8.5: NATIONAL TREATMENT

1. Where a Party schedules commitments in accordance with this Section, in the sectors inscribed in its Schedule of Specific Commitments in Annex III, and subject to any conditions and qualifications set out therein, it shall accord to services and service suppliers of the other Party, in respect of all measures affecting the supply of services,

第二部分：列入议程的方式

第8.3条：承诺的列入议程

每一方应根据A部分或B部分的规定，就国民待遇、市场准入和最惠国待遇做出承诺。

A部分：正面列入议程方式

第8.4条：具体承诺清单

1. 当一方根据本节列入议程承诺时，它应当在其具体承诺清单中列明其根据第8.5条、第8.6条和第8.8条所做出的具体承诺。就其做出此类承诺的部门而言，其具体承诺清单应当规定：

(a) 市场准入的术语、限制和条件； (b) 国民待遇的条件和资格认定； (c) 与额外承诺相关的承诺；以及 (d) 在适当情况下，此类承诺的实施时间表。

2. 与第8.5条和第8.6条均不一致的措施应记入与第8.6条相关的栏目。在这种情况下，该记录将被视为第8.5条提供条件或资格认定。

3. 具体承诺附件是作为附件III附属于本协定，并应成为其不可分割的一部分。

ARTICLE 8.5: NATIONAL TREATMENT

1. 当一方根据本节规定，在附件III中其具体承诺清单所列的部门内列出承诺，并遵守其中规定的任何条件和资格认定时，它应当对另一方的服务和服务供应商，在所有影响服务供应的措施方面，

treatment no less favourable than that it accords to its own like services and service suppliers.²

2. A Party may meet the requirement in paragraph 1 by according to services and service suppliers of the other Party either formally identical treatment or formally different treatment to that it accords to its own like services and service suppliers.

3. Formally identical or formally different treatment by a Party shall be considered to be less favourable if it modifies the conditions of competition in favour of services or service suppliers of that Party compared to the like service or service suppliers of the other Party.

ARTICLE 8.6: MARKET ACCESS

1. Where a Party schedules commitments in accordance with this Section, with respect to market access through the modes of supply identified in Article 8.2(x), it shall accord services and service suppliers of the other Party treatment no less favourable than that provided for under the terms, limitations and conditions agreed and specified in its Schedule of Specific Commitments in Annex III.³

2. In sectors where market access commitments are undertaken, the measures which a Party shall not maintain or adopt, either on the basis of a regional subdivision or on the basis of its entire territory, unless otherwise specified in its Schedule of Specific Commitments in Annex III, are defined as:

- (a) limitations on the number of service suppliers whether in the form of numerical quotas, monopolies, exclusive service suppliers or the requirements of an economic needs test;
- (b) limitations on the total value of service transactions or assets in the form of numerical quotas or the requirement of an economic needs test;

² Specific commitments assumed under this Article shall not be construed to require the Party to compensate for any inherent competitive disadvantages which result from the foreign character of the relevant services or service suppliers.

³ If a Party undertakes a market access commitment in relation to the supply of a service through the mode of supply referred to in subparagraph (x)(i) of Article 8.2, and if the cross-border movement of capital is an essential part of the service itself, that Party is thereby committed to allow such movement of capital. If a Party undertakes a market access commitment in relation to the supply of a service through the mode of supply referred to in subparagraph (x)(iii) of Article 8.2, it is thereby committed to allow related transfers of capital into its territory.

给予不低于其给予自己的同类服务和服务供应商的待遇。²

2. 一方可以通过根据另一方的服务和服务供应商给予形式上相同待遇或形式上不同待遇来满足第1段的要求，就像它给予自己的同类服务和服务供应商的待遇一样。

3. 一方给予的形式上相同或形式上不同待遇应被视为不利，如果它修改了竞争条件，使得该方的服务或服务供应商比另一方的同类服务或服务供应商更有利。

ARTICLE 8.6: 市场准入

1. 如果一方根据本节规定制定承诺，关于通过第8.2(x)条中确定的供应模式获得的市场准入，它应给予另一方的服务和服务供应商不低于附件III中其具体承诺清单中规定的条款、限制和条件的待遇。³

2. 在市场准入承诺被承担的部门中，除非附件III中的具体承诺清单另有规定，一方不得在其整个领土或基于区域划分的基础上维持或采用任何措施，定义为：

- (a) 服务供应商数量限制，无论以数量配额、垄断、独家服务供应商的形式或经济需求测试的要求；(b) 服务交易或资产总价值的限制，以数量配额或经济需求测试的要求的形式；

² 根据本条所做的具体承诺不应被解释为要求一方对其相关服务或服务供应商的外国特性所导致的固有竞争劣势进行补偿。³ 如果一方就通过第8.2条第(x)(i)款所述供应方式提供服务而承担市场准入承诺，并且跨境资本流动是该服务本身的重要组成部分，那么该方即承诺允许此类资本流动。如果一方就通过第8.2条第(x)(iii)款所述供应方式提供服务而承担市场准入承诺，那么该方即承诺允许相关资本转移进入其领土。

- (c) limitations on the total number of service operations or on the total quantity of service output expressed in terms of designated numerical units in the form of quotas or the requirement of an economic needs test;⁴
- (d) limitations on the total number of natural persons that may be employed in a particular service sector or that a service supplier may employ and who are necessary for, and directly related to, the supply of a specific service in the form of numerical quotas or the requirement of an economic needs test;
- (e) measures which restrict or require specific types of legal entity or joint venture through which a service supplier may supply a service; and
- (f) limitations on the participation of foreign capital in terms of maximum percentage limit on foreign shareholding or the total value of individual or aggregate foreign investment.

ARTICLE 8.7: MOST-FAVOURED-NATION TREATMENT

1. Where a Party schedules commitments in accordance with this Section, in respect of the services sectors listed in Annex 8-A, and subject to any conditions and qualifications set out therein, the Party shall accord to services and service suppliers of the other Party treatment no less favourable than that it accords to like services and service suppliers of any non-party.⁵
2. Notwithstanding paragraph 1, a Party may adopt or maintain any measure that accords differential treatment to any non-party in accordance with any free trade agreement or multilateral international agreement in force or signed prior to the date of entry into force of this Agreement.
3. For greater certainty, paragraph 2 includes, in respect of agreements on the liberalisation of trade in goods or services or investment, any measures taken as part of a wider process of economic integration or trade liberalisation.
4. For sectors not covered by paragraph 1, if, after the date of entry into force of this Agreement, a Party subsequently enters into any agreement with a non-party in which it provides treatment to services or service suppliers of that non-party more favourable than it accords to like services or service suppliers of the other Party, the other Party may request consultations to discuss the possibility of extending, under this Agreement, treatment no less favourable than that provided under the agreement with

⁴ Paragraph 2(c) does not cover measures of a Party which limit inputs for the supply of services.

⁵ For the purposes of this Article, the term “non-party” shall not include the following WTO members within the meaning of the WTO Agreement: (1) Hong Kong, China; (2) Macao, China; and (3) Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei).

- (c) 服务操作总数或服务产出总量的限制，以配额或经济需求测试的要求的形式表达，以指定的数值单位表示；⁴(d) 特定服务部门可能雇用的自然人总数或服务供应商可能雇用的自然人的限制，这些自然人是提供特定服务所必需的，并直接与其相关，以数量配额或经济需求测试的要求的形式；
- (e) 限制或要求服务供应商通过特定类型法律实体或合资企业提供服务所采取的措施；以及(f) 外国资本参与的限制，以外国持股比例的最大百分比限制或单个或累计外国投资的总价值限制的形式。

第八条第七款：最惠国待遇

1. 如果一方根据本节规定，就附件8-A中列出的服务部门安排承诺，并遵守其中规定的任何条件和资格认定，该方应给予另一方的服务和服务供应商不低于其给予任何非方同类服务和服务供应商的待遇。⁵
2. 尽管有第1段的规定，一方可以采用或维持任何根据在生效或签署本协定之前生效或签署的任何自由贸易协定或多边国际协定给予任何非方差别待遇的措施。
3. 为了进一步明确，第2段包括，就货物或服务贸易自由化协定或投资协定而言，作为更广泛的经济一体化或贸易自由化进程一部分采取的任何措施。
4. 对于第1段未涵盖的部门，如果在本协定生效之日起，一方随后与非方达成任何协议，在该协议中，一方给予该非方的服务或服务供应商的待遇优于其给予另一方同类服务或服务供应商的待遇，另一方可以请求磋商，讨论在本协定项下延长不低于根据该协议提供的待遇的可能性。

⁴ 第2款(c)不包括限制服务供应投入的一方措施。

⁵ 根据本条文的定义，“非方”不包括以下世界贸易组织成员：（1）中国香港；（2）中国澳门；以及（3）台湾、澎湖、金门和马祖单独关税区（中华台北）。

the non-party. In such circumstances, the Parties shall enter into consultations bearing in mind the overall balance of benefits.

5. The provisions of this Agreement shall not be construed as to prevent a Party from conferring or according advantages to adjacent countries in order to facilitate exchanges limited to contiguous frontier zones of services that are both locally produced and consumed.

ARTICLE 8.8: ADDITIONAL COMMITMENTS

A Party making commitments in accordance with this Section may also negotiate commitments with respect to measures affecting trade in services not subject to scheduling under Articles 8.5 and 8.6, including but not limited to those regarding qualification, standards or licensing matters. Such commitments shall be inscribed in that Party's Schedule of Specific Commitments in Annex III.

Section B: Negative Listing Approach

ARTICLE 8.9: SCHEDULE OF NON-CONFORMING MEASURES

1. For a Party making commitments in accordance with this Section, Articles 8.10 through 8.12 shall not apply to:

- (a) any non-conforming measure that is maintained by the following on the date of entry into force of this Agreement, as set out in Section A of a Party's Schedule of Non-Conforming Measures in Annex III:
 - (i) the central government of a Party; or
 - (ii) a regional level of government;
- (b) any non-conforming measure that is maintained by a local level of government other than a regional level of government referred to in subparagraph (a)(ii) on the date of entry into force of this Agreement; or
- (c) the continuation or prompt renewal of any non-conforming measure referred to in subparagraphs (a) and (b).

2. Articles 8.10 through 8.12 shall not apply to any measure that a Party adopts or maintains with respect to sectors, sub-sectors or activities set out in Section B of its Schedule of Non-Conforming Measures in Annex III.

在这种情况下，缔约方应进行磋商，并考虑到整体利益平衡。

5. 本协定之规定不得解释为阻止一方授予邻国优惠，以促进仅限于本地生产和消费的服务在毗邻边境区域内的交换。

第8.8条：额外承诺

根据本节做出承诺的一方也可以就第8.5条和第8.6条未列入议程的影响服务贸易的措施谈判承诺，包括但不限于关于资格认定、标准或许可事项的措施。此类承诺应列入该方附件III中的具体承诺清单。

B节：负面清单方法

第8.9条：不符合措施清单

1. 对于根据本节做出承诺的一方，第8.10条至第8.12条不适用于：

- (a) 在本协定生效之日，根据附件III中一方的不符合措施清单（第A节）所列，由以下一方维持的任何不符合措施：(i) 一方的中央政府；或(ii) 一方的区域级政府；(b) 在本协定生效之日，由第(a)(ii)项所述的区域级政府以外的当地级政府维持的任何不符合措施；或(c) 第(a)项和第(b)项所述的任何不符合措施的持续或迅速重新实施。

2. 第8.10条至第8.12条的规定不适用于任何一方根据附件III中其不符合措施清单B部分所规定的部门、子部门或活动而采取或维持的措施。

3. Schedules of Non-Conforming Measures are annexed to this Agreement as Annex III and shall form an integral part thereof.

ARTICLE 8.10: NATIONAL TREATMENT

1. For a Party making commitments in accordance with this Section, it shall accord to services and service suppliers of the other Party treatment no less favourable than that it accords to its own like services and service suppliers.⁶
2. A Party may meet the requirement in paragraph 1 by according to services and service suppliers of the other Party either formally identical treatment or formally different treatment to that it accords to its own like services and service suppliers.
3. Formally identical or formally different treatment by a Party shall be considered to be less favourable if it modifies the conditions of competition in favour of services or service suppliers of that Party compared to the like service or service suppliers of the other Party.

ARTICLE 8.11: MARKET ACCESS

For a Party making commitments in accordance with this Section,⁷ with respect to market access through the modes of supply identified in Article 8.2(x), it shall not adopt or maintain, either on the basis of a regional subdivision or on the basis of its entire territory, measures that are defined as:

- (a) limitations on the number of service suppliers whether in the form of numerical quotas, monopolies, exclusive service suppliers or the requirements of an economic needs test;
- (b) limitations on the total value of service transactions or assets in the form of numerical quotas or the requirements of an economic needs test;
- (c) limitations on the total number of service operations or on the total quantity of service output expressed in terms of designated numerical

⁶ Nothing in this Article shall be construed to require the Party to compensate for any inherent competitive disadvantages which result from the foreign character of the relevant services or service suppliers.

⁷ Where a Party undertakes a market access commitment in relation to the supply of a service through the mode of supply referred to in subparagraph (x)(i) of Article 8.2, and if the cross-border movement of capital is an essential part of the service itself, that Party is thereby committed to allow such movement of capital. If a Party undertakes a market access commitment in relation to the supply of a service through the mode of supply referred to in subparagraph (x)(iii) of Article 8.2, it is thereby committed to allow related transfers of capital into its territory.

3. 不符合措施清单作为附件III附属于本协定，并构成本协定不可分割的组成部分。

第八章 服务贸易

根据本节做出承诺的一方，应给予另一方的服务和服务供应商不低于其自身同类服务和服务供应商的待遇。⁶

1. 对于根据本节做出承诺的一方，应给予另一方的服务和服务供应商不低于其给予本国同类服务和服务供应商的待遇.{v1}
2. 一方可以通过给予另一方的服务和服务供应商与其给予本国同类服务和服务供应商的形式上相同或形式上不同的待遇，来满足第1段的要求。

第八条第十一条：市场准入

对于根据本节做出承诺的一方，⁷就通过第8.2(x)条中确定的供应模式进行市场准入，不得采纳或维持，无论是基于区域划分还是基于其整个领土，被定义为以下措施：

- (a) 服务供应商数量限制，无论以数量配额、垄断、独家服务供应商的形式或经济需求测试的要求形式存在；
- (b) 服务交易或资产总价值的限制，以数量配额或经济需求测试的要求形式存在；
- (c) 服务操作总数或服务产出总量的限制，以指定的数量单位或配额或经济需求测试的要求形式表达；

⁶ 本条中的任何内容均不得解释为要求一方对其相关服务或服务供应商的外国特性所导致的固有竞争劣势进行补偿。

⁷ 如果一方就通过第8.2(x)(i)项中提到的供应模式进行服务供应做出市场准入承诺，并且跨境资本流动是该服务本身的重要组成部分，那么该方即承诺允许这种资本流动。如果一方就通过第8.2(x)(iii)项中提到的供应模式进行服务供应做出市场准入承诺，那么该方即承诺允许相关资本转移进入其领土。

units in the form of quotas or the requirements of an economic needs test;⁸

- (d) limitations on the total number of natural persons that may be employed in a particular service sector or that a service supplier may employ and who are necessary for, and directly related to, the supply of a specific service in the form of numerical quotas or the requirements of an economic needs test;
- (e) measures which restrict or require specific types of legal entity or joint venture through which a service supplier may supply a service; and
- (f) limitations on the participation of foreign capital in terms of maximum percentage limit on foreign shareholding or the total value of individual or aggregate foreign investment.

ARTICLE 8.12: MOST-FAVOURLED-NATION TREATMENT

1. For a Party making commitments in accordance with this Section, it shall, unless otherwise indicated in its Schedule of Non-Conforming Measures in Annex III, accord to services and service suppliers of the other Party treatment no less favourable than it accords to like services and service suppliers of any non-party.
2. Notwithstanding paragraph 1, a Party may adopt or maintain any measure that accords differential treatment to any non-party in accordance with any free trade agreement or multilateral international agreement in force or signed prior to the date of entry into force of this Agreement.
3. For greater certainty, paragraph 2 includes, in respect of agreements on the liberalisation of trade in goods or services or investment, any measures taken as part of a wider process of economic integration or trade liberalisation.
4. For those sectors exempted from the operation of paragraph 1 by a Party's Schedule of Non-Conforming Measures in Annex III and where, after this Agreement enters into force, that Party subsequently enters into any agreement with a non-party in which it provides treatment to services or service suppliers of that non-party more favourable than it accords to like services or service suppliers of the other Party, the other Party may request consultations to discuss the possibility of extending, under this Agreement, treatment no less favourable than that provided under the agreement with the non-party. In such circumstances, the Parties shall enter into consultations bearing in mind the overall balance of benefits.

⁸ This subparagraph shall not apply to measures of a Party which limit inputs for the supply of services.

以配额或经济需求测试的要求形式存在的单位；⁸

(d) 对特定服务部门中可雇用的自然人总数或服务供应商可雇用的、对提供特定形式服务必要且直接相关的自然人的限制，以数量配额或经济需求测试的要求为准；(e) 限制或要求服务供应商通过特定类型的法律实体或合资企业提供服务；以及 (f) 对外国资本参与的限制，包括对外国持股比例的最高百分比限制或单个或累计外国投资的总额限制。

第八条第十一款：最惠国待遇

1. 对于根据本节做出承诺的一方，除非其在附件III中的不符合措施清单中另有说明，否则应给予另一方的服务和服务供应商不低于其给予任何非方同类服务和服务供应商的优惠待遇。
2. 尽管有第1款规定，一方可以采用或维持任何根据在生效或签署本协定之前生效或签署的自由贸易协定或多边国际协定给予任何非方差别待遇的措施。
3. 为进一步明确，第2段包括关于货物或服务贸易自由化或投资的协定中作为更广泛经济一体化或贸易自由化进程一部分所采取的措施。
4. 对于根据附件III中一方的《不符合措施清单》豁免适用第1段规定的部门，且在本协定生效后，该方随后与任何非方达成任何协议，在该协议中，其向该非方的服务或服务供应商提供的待遇比其给予另一方同类服务或服务供应商的待遇更优惠，则另一方可以请求磋商，讨论在本协定下延长不低于该协议向非方提供的待遇的可能性。在这种情况下，缔约方应进行磋商，并考虑到整体利益平衡。

⁸ 本段不适用于限制服务供应投入的一方的措施。

5. The provisions of this Agreement shall not be construed as to prevent a Party from conferring or according advantages to adjacent countries in order to facilitate exchanges limited to contiguous frontier zones of services that are both locally produced and consumed.

PART III: OTHER PROVISIONS

ARTICLE 8.13: DOMESTIC REGULATION

1. In sectors where specific commitments are undertaken, each Party shall ensure that all measures of general application affecting trade in services are administered in a reasonable, objective and impartial manner.

2.

- (a) Each Party shall maintain or institute as soon as practicable judicial, arbitral or administrative tribunals or procedures which provide, on request of an affected service supplier, for the prompt review of, and where justified, appropriate remedies for, administrative decisions affecting trade in services. Where such procedures are not independent of the agency entrusted with the administrative decision concerned, the Party shall ensure that the procedures in fact provide for an objective and impartial review.
- (b) The provisions of subparagraph (a) shall not be construed to require a Party to institute such tribunals or procedures where this would be inconsistent with its constitutional structure or the nature of its legal system.

3. Where authorisation is required for the supply of a service on which a specific commitment under this Agreement has been made, the competent authorities of each Party shall:

- (a) in the case of an incomplete application, on request of the applicant, identify all the additional information that is required to complete the application and provide the opportunity to remedy deficiencies within a reasonable timeframe;
- (b) on request of the applicant, provide without undue delay information concerning the status of the application; and
- (c) if an application is terminated or denied, to the maximum extent possible, inform the applicant in writing and without delay the reasons for such

5. 本协议的规定不得解释为阻止一方为促进仅限于本地生产和消费的服务在毗邻边境区域内进行交换，而向邻国授予或给予优惠。

第三部分：其他规定

第8.13条：国内法规

1. 在作出具体承诺的部门中，每一方应确保所有普遍适用的、影响服务贸易的措施以合理、客观和公正的方式实施。

2. (a) 每一方应维持或尽快设立司法、仲裁或行政法庭或程序，这些法庭或程序应根据受影响的服务供应商的要求，对影响服务贸易的行政决定进行迅速审查，并在必要时提供适当的补救措施。如果此类程序不独立于负责相关行政决定的机构，该方应确保该程序实际上提供客观和公正的审查。(b) 第(a)段的规定不得解释为要求一方设立此类法庭或程序，如果这样做与其宪法结构或其法律制度的性质不一致的话。

3. 如果根据本协议已作出具体承诺，服务供应需要授权，则每一方的主管当局应：

- (a) 在不完整申请的情况下，应申请人要求，识别所有完成申请所需的补充信息，并在合理的时间内提供纠正缺陷的机会；(b) 应申请人要求，无不当延迟地提供有关申请状态的信息；以及(c) 如果申请被终止或拒绝，在最大程度上，及时以书面形式通知申请人原因

action. The applicant will have the possibility of resubmitting, at its discretion, a new application.

4. To ensure that measures relating to qualification requirements and procedures, technical standards and licensing requirements do not constitute unnecessary barriers to trade in services, the Parties shall jointly review the results of the negotiations on disciplines on these measures pursuant to paragraph 4 of Article VI of GATS, with a view to their incorporation into this Agreement. The Parties note that such disciplines aim to ensure that such requirements are, *inter alia*:

- (a) based on objective and transparent criteria, such as competence and the ability to supply the service;
- (b) not more burdensome than necessary to ensure the quality of the service; and
- (c) in the case of licensing procedures, not in themselves a restriction on the supply of the service.

5.

- (a) In sectors in which a Party has undertaken specific commitments, pending the incorporation of the disciplines referred to in paragraph 4, that Party shall not apply licensing and qualification requirements and technical standards that nullify or impair its obligation under this Agreement in a manner which:
 - (i) does not comply with the criteria outlined in subparagraphs 4(a), (b) or (c); and
 - (ii) could not reasonably have been expected of that Party at the time the specific commitments in those sectors were made.
- (b) In determining whether a Party is in conformity with the obligation under subparagraph 5(a), account shall be taken of international standards of relevant international organisations applied by that Party.⁹

6. In sectors where specific commitments regarding professional services are undertaken, each Party shall provide for adequate procedures to verify the competence of professionals of the other Party.

⁹ The term “relevant international organisations” refers to international bodies whose membership is open to the relevant bodies of the Parties to this Agreement.

采取行动。申请人将有机会根据其意愿重新提交新的申请。

4. 为确保与资格要求和程序、技术标准及许可要求相关的措施不构成服务贸易的不必要壁垒，缔约方应根据第六条第4款的规定，共同审议关于这些措施的纪律谈判结果，以将其纳入本协定。缔约方注意到，此类纪律旨在确保这些要求，包括：（a）基于客观和透明的标准，如能力和提供服务的能力；（b）其负担重程度不超过确保服务质量所必需的程度；以及（c）在许可程序的情况下，本身不构成对服务供应的限制。

(a) 基于客观和透明的标准，如能力和服务提供的能力；(b) 不比确保服务质量所必需的程度更负担重；以及在许可程序的情况下，本身不构成对服务供应的限制。

5.

(a) 在一方已作出具体承诺的部门中，在所述纪律被纳入本协定之前，该方不得应用使其在本协定下的义务无效或损害的许可和资格要求及技术标准，其方式为：

(i) 不符合第4款（a）、（b）或（c）项中概述的标准；以及（ii）在作出这些部门的具体承诺时，该方不可能合理预期的方式。

(b) 在确定一方是否符合第5(a)项下的义务时，应考虑该方适用的相关国际组织的国际标准。⁹

6. 在就专业服务做出具体承诺的部门中，每一方应规定充分的程序来核实另一方的专业人员的资格。

⁹ 术语“相关国际组织”是指其成员资格向本协定缔约方的相关机构开放的国际机构。

7. A Party shall, in accordance with its laws and regulations, permit services suppliers of the other Party to use enterprise names under which they trade in the territory of the other Party.

ARTICLE 8.14: RECOGNITION

1. For the purposes of the fulfilment, in whole or in part, of its standards or criteria for the authorisation, licensing or certification of service suppliers, and subject to the requirements of paragraph 4, a Party may recognise, or encourage its relevant competent bodies to recognise, the education or experience obtained, requirements met, or licences or certifications granted in the other Party. Such recognition, which may be achieved through harmonisation or otherwise, may be based upon an agreement or arrangement between the Parties or their relevant competent bodies, or may be accorded autonomously.

2. Where a Party recognises, autonomously or by agreement or arrangement, the education or experience obtained, requirements met, or licences or certifications granted in the territory of a non-party, nothing in Articles 8.7 or 8.12 shall be construed to require the Party to accord such recognition to the education or experience obtained, requirements met, or licences or certifications granted in the territory of the other Party.

3. A Party that is a party to an agreement or arrangement of the type referred to in paragraph 2, whether existing or in the future, shall afford adequate opportunity for the other Party, on request, to negotiate its accession to such an agreement or arrangement or to negotiate comparable ones with it. Where a Party accords recognition autonomously, it shall afford adequate opportunity for the other Party to demonstrate that the education, experience, licences or certifications obtained or requirements met in that other Party's territory should also be recognised.

4. A Party shall not accord recognition in a manner which would constitute a means of discrimination between the other Party and non-parties in the application of its standards or criteria for the authorisation, licensing or certification of service suppliers, or a disguised restriction on trade in services.

ARTICLE 8.15: QUALIFICATIONS RECOGNITION COOPERATION

1. The Parties agree to encourage, where possible, the relevant bodies in their respective territories responsible for issuance and recognition of professional and vocational qualifications to strengthen cooperation and to explore possibilities for mutual recognition of respective professional and vocational qualifications.

2. Each Party, where possible, will encourage the relevant bodies in its territory to develop, where possible, mutually acceptable standards and criteria for licensing and certification, and to provide recommendations to the Committee on Trade in Services on

7. 一方应根据其法律和法规，允许另一方的服务供应商在其领土内使用其从事贸易的企业名称。

第八章 服务贸易

1. 在履行其关于服务供应商授权、许可或认证的标准或标准的目的，在全部或部分的情况下，一方可以承认，或鼓励其相关主管部门承认，另一方获得的学历或经验，满足的要求或授予的许可证或认证。这种承认，可以通过协调或其他方式实现，可以基于缔约方或其相关主管部门之间的协议或安排，也可以自主给予。

2. 当一方承认，自主地或通过协议或安排，非方领土内获得的学历或经验，满足的要求或授予的许可证或认证时，第8.7条或第8.12条中的任何内容均不得解释为要求该方承认另一方领土内获得的学历或经验，满足的要求或授予的许可证或认证。

3. 一方是协议或安排第2段所述类型的缔约方，无论其存在或未来，均应给予另一方在提出请求时，就加入此类协议或安排或与其谈判类似协议或安排的充分机会。当一方自主给予承认时，应给予另一方充分机会，证明在该另一方领土内获得或满足的要求应予承认。

4. 一方不得以构成在应用其关于服务供应商授权、许可或认证的标准或标准方面的歧视手段，或构成伪装的服务贸易限制的方式给予承认。

ARTICLE 8.15: QUALIFICATIONS RECOGNITION COOPERATION

1. 缔约方同意在可能的情况下，鼓励其各自领土内负责签发和承认专业和职业资格的相关机构加强合作，并探索相互承认各自专业和职业资格的可能性。

2. 每一方，在其领土内，将尽可能鼓励相关机构制定，尽可能制定相互可接受的许可和认证标准及准则，并向服务贸易委员会提供建议

mutual recognition with respect to service sectors mutually agreed by the Parties, including engineering and Traditional Chinese Medicine.

3. The Parties may discuss, as appropriate, relevant bilateral, plurilateral and multilateral agreements relating to professional and vocational services.

ARTICLE 8.16: PAYMENTS AND TRANSFERS

1. Except in the circumstances envisaged in Article 16.6 (Measures to Safeguard the Balance-of-Payments) of Chapter 16 (General Provisions and Exceptions), a Party shall not apply restrictions on international transfers and payments for current transactions relating to its specific commitments.

2. Nothing in this Chapter shall affect the rights and obligations of the Parties as members of the International Monetary Fund in accordance with the Articles of Agreement of the International Monetary Fund, including the use of exchange actions which are in conformity with the Articles of Agreement, provided that a Party shall not impose restrictions on any capital transactions inconsistently with its specific commitments regarding such transactions, except under Article 16.6 (Measures to Safeguard the Balance of Payments) of Chapter 16 (General Provisions and Exceptions), or at the request of the International Monetary Fund.

ARTICLE 8.17: DENIAL OF BENEFITS

Subject to prior notification and consultation, a Party may deny the benefits of this Chapter to a service supplier of the other Party if the service supplier is a juridical person:

- (a) owned or controlled by persons of a non-party or of the denying Party; and
- (b) has no substantive business operations in the territory of the other Party.

ARTICLE 8.18: TRANSPARENCY

1. Each Party shall ensure that:
- (a) regulatory decisions, including the basis for such decisions, are promptly published or otherwise made available to all interested persons; and
 - (b) its measures relating to public networks or services are made publicly available, including the requirements, if any, for permits.

相互承认，涉及由缔约方共同同意的服务部门，包括工程和传统中医。

3. 缔约方可以适当讨论与专业和职业教育服务相关的双边、多边及多边协定。

ARTICLE 8.16: 支付和转账

1. 除第16章第16.6条（维护国际收支平衡措施）所述情况外，任何一方不得对其具体承诺相关的经常性交易的国际转账和支付施加限制。

2. 本章任何规定均不影响缔约方作为国际货币基金组织成员的权利和义务，包括根据国际货币基金组织协定使用与协定一致的外汇行动，前提是任何一方不得对其具体承诺相关的资本交易施加与其具体承诺不一致的限制，除非根据第16章第16.6条（维护国际收支平衡措施），或应国际货币基金组织的要求。

ARTICLE 8.17: 拒绝利益

在事先通知和磋商的情况下，如果服务供应商是法人，一方可以拒绝向另一方服务供应商提供本章的利益：

- (a) 拥有或受非方或拒绝方人士控制；以及 (b) 在另一方领土内没有实质性业务运营。

ARTICLE 8.18: TRANSPARENCY

1. 各方应确保：
- (a) 监管决策，包括作出此类决策的依据，应及时公布或以其他方式向所有利益相关者提供；以及 (b) 其与公共网络或服务相关的措施应公开可用，包括许可证的任何要求，如有。

2. Each Party shall ensure that, where a licence is required, all measures relating to the licensing of suppliers of public networks or services are made publicly available, including:

- (a) the circumstances in which a licence is required;
- (b) all applicable licencing procedures;
- (c) the period of time normally required to reach a decision concerning a licence application;
- (d) the cost of, or fees for applying for, or obtaining, a licence; and
- (e) the period of validity of a licence.

3. Each Party shall, in accordance with its laws and regulations, ensure that, on request, an applicant receives reasons for the denial of, revocation of, refusal to renew, or the imposition or modification of conditions on, a licence. Each Party shall endeavour to provide, to the extent possible, such information in writing.

ARTICLE 8.19: TELECOMMUNICATION SERVICES

1. The Annex on Telecommunications of GATS and Reference Paper on Telecommunications shall be incorporated, *mutatis mutandis*, into and form an integral part of this Agreement.

2. Each Party shall ensure that licensing requirements for suppliers of telecommunications networks or services of the other Party are applied in the least trade restrictive manner and are not more burdensome than necessary.

3. Each Party shall facilitate consultation with suppliers of public telecommunications networks or services of the other Party operating in its territory in the development of telecommunications policy, regulations and standards.

4. In accordance with its laws and regulations, each Party shall ensure that suppliers of public telecommunications networks or services of the other Party operating in its territory are provided with adequate advance notice¹⁰ of, and the opportunity to comment on, regulatory decisions of general application that its telecommunications regulatory body proposes.

¹⁰ For greater clarity, the practice of soliciting public opinions before promulgation of regulatory decisions shall be deemed “adequate advance notice”.

2. 每一方应确保，在需要许可证的情况下，所有与公共网络或服务供应商许可相关的措施均应公开可用，包括：

- (a) 要求许可证的情况；(b) 所有适用的许可程序；(c) 通常需要多长时间才能就许可证申请做出决定；(d) 许可证的成本、申请费或获取费；以及
- (e) 许可证的有效期。

3. 每一方应根据其法律和法规，确保在要求时，申请人收到拒绝、撤销、不续签许可证或对许可证施加或修改条件的理由。每一方应尽可能以书面形式提供此类信息。

第八条十九条：电信服务

1. 服务贸易总协定的电信附件和电信参考文件应在不改变实质内容的情况下，并入本协定并成为其不可分割的一部分。

2. 每一方应确保对另一方电信网络或服务供应商的许可要求以最不限制贸易的方式适用，并且不应比必要的更负担重。

3. 每一方应当促进与在其实质内经营公共电信网络或服务的另一方的供应商就电信政策、法规和标准的发展进行磋商。

4. 根据其法律和法规，每一方应确保其领土内经营另一方公共电信网络或服务的供应商获得充分的事先通知¹⁰，并有机会对电信监管机构拟提出的具有普遍适用性的监管决定提出意见。

¹⁰ 为更清楚地说明，在监管决策颁布前征求公众意见的做法应被视为“充分的事先通知”。

5. The Parties shall encourage their respective telecommunications service suppliers to cooperate to reduce the wholesale rates for international mobile roaming between the two Parties, with a view to reducing international mobile roaming rates.

ARTICLE 8.20: COMMITTEE ON TRADE IN SERVICES

1. The Parties hereby establish a Committee on Trade in Services (the “Committee”) that shall meet within two years of the date of entry into force of this Agreement, or as agreed by the Parties, or on the request of the FTA Joint Commission, to consider any matter arising under this Chapter.

2. The Committee’s functions shall include:

- (a) reviewing the implementation and operation of this Chapter;
- (b) identifying and recommending measures to promote increased services trade between the Parties; and
- (c) considering other trade in services issues of interest to a Party.

3. With the agreement of both Parties, representatives from relevant agencies or sectors may be invited to attend the Committee meetings.

ARTICLE 8.21: CONTACT POINTS

Each Party shall designate one or more contact points to facilitate communications between the Parties on any matter covered by this Chapter, and shall provide details of such contact points to the other Party. The Parties shall notify each other promptly of any amendments to the details of their contact points.

ARTICLE 8.22: MODIFICATION OF SCHEDULES

1. A Party (referred to in this Article as the “modifying Party”) may modify or withdraw any commitment in its Schedule in Annex III at any time after three years have elapsed from the date on which that commitment entered into force, provided that:

- (a) it notifies the other Party (referred to in this Article as the “affected Party”) of its intention to modify or withdraw a commitment no later than three months before the intended date of implementation of the modification or withdrawal; and

5. 缔约方应鼓励其各自电信服务供应商合作，以降低两国之间的国际移动漫游批发价格，旨在降低国际移动漫游费率。

第八章 服务贸易

1. 缔约方 hereby 设立 服务贸易委员会（“委员会”），该委员会应在本协定生效之日起两年内召开会议，或经缔约方同意，或应 自贸区联合委员会 请求，以审议本章项下出现的任何事项。

2. 委员会的职能应包括：

- (a) 审查本章的实施和运作；(b) 确定并建议促进缔约方之间服务贸易增加的措施；以及(c) 审议对一方具有兴趣的服务贸易其他事项。

3. 经双方同意，相关机构或部门的代表可被邀请参加委员会会议。

ARTICLE 8.21: CONTACT POINTS

每一方应当指定一个或多个联系点，以促进缔约方之间就本章节涵盖的任何事项进行沟通，并应向另一方提供此类联系点的详细信息。缔约方应及时相互通知其联系点详情的任何修改。

第八条第二十二条：附件的修改

1. 一方（在本条文中称为“修改方”）可以在该承诺生效之日起三年后随时修改或撤回其附件III中的任何承诺，前提是：

- (a) 它通知另一方（在本章中称为“受影响方”）其修改或撤回承诺的意图，且不迟于修改或撤回的预定实施日期前三个月；以及

(b) upon notification of a Party's intent to make such modification, the Parties shall consult and attempt to reach agreement on the appropriate compensatory adjustment.

2. In achieving a compensatory adjustment, the Parties shall endeavour to maintain a general level of mutually advantageous commitment that is not less favourable to trade than provided for in the Schedules prior to such negotiations.

3. If agreement under paragraph 1(b) is not reached between the modifying Party and the affected Party within three months, the affected Party may refer the matter to an arbitral tribunal in accordance with the procedures set out in Chapter 15 (Dispute Settlement) or, where agreed between the Parties, to an alternative arbitration procedure.

4. The modifying Party may not modify or withdraw its commitment until it has made the compensatory adjustments in conformity with the findings of the arbitral tribunal in accordance with paragraph 3.

5. If the modifying Party implements its proposed modification or withdrawal and does not comply with the findings of the arbitral tribunal, the affected Party may modify or withdraw substantially equivalent benefits in conformity with the findings of the arbitral tribunal.

ARTICLE 8.23: MONOPOLIES AND EXCLUSIVE SERVICE SUPPLIERS

1. Each Party shall ensure that any monopoly supplier of a service in its territory does not, in the supply of the monopoly service in the relevant market, act in a manner inconsistent with that Party's obligations under its Schedule in Annex III.

2. Where a Party's monopoly supplier competes, either directly or through an affiliated company, in the supply of a service outside the scope of its monopoly rights and which is subject to that Party's specific commitments in its Schedule in Annex III, the Party shall ensure that such a supplier does not abuse its monopoly position to act in its territory in a manner inconsistent with such commitments.

3. If a Party has reason to believe that a monopoly supplier of a service of the other Party is acting in a manner inconsistent with paragraph 1 or 2, that Party may request the other Party establishing, maintaining or authorising such supplier to provide specific information concerning the relevant operations.

4. If, after the date of entry into force of this Agreement, a Party grants monopoly rights regarding the supply of a service covered by its specific commitments in its Schedule in Annex III, that Party shall notify the other Party no later than three months before the intended implementation of the grant of monopoly rights, and paragraphs 1(b) and 2 of Article 8.22 shall apply.

(b) 在一方通知其意图进行此类修改时，缔约方应磋商并尝试就适当的补偿性调整达成协议。

2. 在达成补偿性调整时，缔约方应努力维持一个不低于附件中规定的、对贸易不利的、互惠的承诺水平，该水平是在此类谈判之前提供的。

3. 如果修改方和受影响方在1(b)段规定的三个月内未能达成协议，受影响方可以按照第15章（争端解决）规定的程序或，经缔约方同意，按照替代仲裁程序，将此事提交仲裁庭。

4. 修改方在未按照第3段的规定作出补偿性调整并与仲裁庭的裁决一致之前，不得修改或撤回其承诺。

5. 如果修改方实施其拟议的修改或撤回，且未遵守仲裁庭的裁决，受影响方可以按照仲裁庭的裁决，修改或撤回实质上等效的利益。

第8.23条：垄断和独家服务供应商

1. 每一方应确保其领土内任何垄断服务供应商在相关市场提供垄断服务时，其行为不与其附件III中的义务不一致。

2. 当一方垄断供应商直接或通过关联公司参与其垄断权范围之外的服务供应，且该服务属于其附件III中的具体承诺时，该方应确保该供应商不滥用其垄断地位，在其领土内以与其承诺不一致的方式行事。

3. 如果一方有理由相信另一方垄断服务供应商的行为与第1段或第2段不一致，该方可以要求另一方建立、维持或授权该供应商提供有关相关运营的特定信息。

4. 如果在本协定生效之日起，一方在其附件III中的具体承诺中授予关于其涵盖的服务供应的垄断权，该方应最迟在垄断权拟议实施的三个月前通知另一方，第8.22条的1(b)段和2段应适用。

5. This Article shall also apply to cases of exclusive service suppliers, where a Party, formally or in effect,

- (a) authorises or establishes a small number of service suppliers; and
- (b) substantially prevents competition among those suppliers in its territory.

ARTICLE 8.24: REVIEW

1. The Parties shall consult within two years of the date of entry into force of this Agreement and every two years thereafter, or as otherwise agreed, to review the implementation of this Chapter and consider other trade in services issues of mutual interest, with a view to the progressive liberalisation of the trade in services between them on a mutually advantageous basis.

2. Where a Party unilaterally liberalises a measure affecting market access of a service supplier or suppliers of the other Party, the other Party may request consultations to discuss the measure. Following such consultations, if the Parties agree to incorporate the liberalised measure into the Agreement as a new commitment, the relevant Schedule in Annex III shall be amended.

3. After the entry into force of this agreement, at a time to be mutually agreed by the Parties, the Parties shall initiate next round of the negotiation on trade in services in the form of negative listing approach, and conclude such negotiation as soon as they could.

ARTICLE 8.25: COOPERATION

Bilateral Taxation Arrangements

1. The Parties shall review their bilateral taxation arrangements,¹¹ having regard to mutual economic objectives and international taxation standards.

Traditional Chinese Medicine Services (“TCM”)

2. Within the relevant committees to be established in accordance with this Agreement, and subject to available resources, Australia and China shall cooperate on matters relating to trade in TCM services.

3. Cooperation identified in paragraph 2 shall:

¹¹ These arrangements include the *Agreement between the Government of the People’s Republic of China and the Government of Australia for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income*, done at Canberra on 17 November 1988.

5. 本条亦适用于独家服务供应商的情况，其中一方正式或实际上，

- (a) 授权或设立少量服务供应商；并
- (b) 大大阻止其在领土内这些供应商之间的竞争。

第8.24条：审查

1. 缔约方应在本协定生效之日起两年内，并此后每两年一次，或按另行商定，磋商审查本章的实施情况，并考虑其他互惠互利的其他服务贸易问题，以实现它们之间服务贸易的逐步自由化。

2. 当一方单方面自由化影响另一方服务供应商或服务供应商市场准入的措施时，另一方可以请求磋商以讨论该措施。在进行了此类磋商之后，如果缔约方同意将自由化的措施作为一项新承诺纳入协定，附件III中的相关附件应予以修订。

3. 本协定生效后，在缔约方相互同意的时间，缔约方应以负面清单方法形式发起服务贸易下一轮谈判，并尽快完成该谈判。

第8.25条：合作

双边税收安排

1. 缔约方应审查其双边税收安排，¹¹ 并顾及相互经济目标和国际税收标准。

中医药服务（“TCM”）

2. 根据本协定设立的有关委员会内，在资源允许的情况下，澳大利亚和中国应就中医药服务贸易相关事宜进行合作。

3. 第2段中确定的合作应：

¹¹ 这些安排包括1988年11月17日在堪培拉签订的《中华人民共和国政府和澳大利亚政府关于避免双重征税和防止偷漏税的协定》。

- (a) include exchanging information, where appropriate, and discussing policies, regulations and actions related to TCM services; and
- (b) encourage future collaboration between regulators, registration authorities and relevant professional bodies of the Parties to facilitate trade in TCM and complementary medicines, in a manner consistent with all relevant regulatory frameworks. Such collaboration, involving the competent authorities of both Parties – for Australia, notably the Department of Health, and for China the State Administration of Traditional Chinese Medicine – will foster concrete cooperation and exchanges relating to TCM.

(a) 包括在适当情况下交换信息，并讨论与中医药服务相关的政策、法规和行动；和

(b) 鼓励缔约方的主管当局、注册机构和相关专业机构之间开展未来合作，以促进中医药和补充与替代医学的贸易，并确保这种合作方式与所有相关监管框架一致。此类合作将涉及双方的主管当局——对于澳大利亚，特别是卫生部；对于中国，是国家中医药管理局——将促进与中医药相关的具体合作与交流。

ANNEX 8-A
SECTOR COVERAGE UNDER ARTICLE 8.7

Sector	Conditions/Qualification
Environmental services (CPC 9401-9406, 9409)	
Construction and related engineering services (CPC 512, 514, 516 and 517)	
Services incidental to forestry (CPC 8814)	The commitment is limited to preferential treatment accorded to members of the Organization for Economic Cooperation and Development (“OECD”)
Engineering services (CPC 8672)	
Integrated engineering services (CPC 8673)	
Computer and related services (CPC841, 842, 843, 844, 845 and 849)	
Tourism and travel related services (CPC 641, 642, 643, 7471 and 7472)	
Related scientific and technical consulting services (CPC 8675, excluding the services related to national security)	
Securities services	
Education services (excluding national compulsory education and special education services e.g. military, police, political and party school education)	

附件8-A 第8.7条下的行业覆盖范围

行业	条件/资格认定
环境服务 (CPC 9401-9406, 9409)	
建筑 and 相关工程服务 (CPC 512, 514, 516和517)	
林业相关服务 (CPC 8814)	该承诺仅限于给予经济合作与发展组织成员的优惠待遇 根据该组织的成员 经济 (“经合组织”) 合作 and 发展
工程服务 (CPC 8672)	
集成工程服务 (CPC 8673)	
计算机及相关服务 (CPC841, 842, 843, 844, 845) and 849)	
旅游业 and 旅行 相关服务 (CPC 641, 642, 643, 7471 和 7472)	
相关的科学技术咨询服务 (CPC 8675, 不包括与国家安全相关的服务)	
证券服务	
教育服务 (不包括国家义务教育和特殊教育服务 e.g. 军事, 警察, 政治和党校教育)	

**ANNEX 8-B
FINANCIAL SERVICES**

附件8-B 金融服务

ARTICLE 1: SCOPE

1. This Annex provides for measures additional to Chapter 8 (Trade in Services) in relation to financial services.
2. This Annex applies to measures affecting the supply of financial services. Reference to the supply of a financial service in this Annex shall mean the supply of a financial service:
 - (a) from the territory of a Party into the territory of the other Party;
 - (b) in the territory of a Party to the service consumer of the other Party;
 - (c) by a service supplier of a Party, through commercial presence in the territory of the other Party; or
 - (d) by a service supplier of a Party, through presence of natural persons of that Party in the territory of the other Party.

ARTICLE 2: DEFINITIONS

1. For the purposes of this Annex, “services supplied in the exercise of governmental authority” as referred to in Chapter 8 (Trade in Services) of this Agreement means the following:
 - (a) activities conducted by a central bank or monetary authority or by any other public entity in pursuit of monetary or exchange rate policies;
 - (b) activities forming part of a statutory system of social security or public retirement plans; or
 - (c) other activities conducted by a public entity for the account or with the guarantee or using the financial resources of the government,except where a Party allows the activities referred to in paragraph 1(b) or paragraph 1(c) to be conducted by its financial service suppliers in competition with a public entity or a financial service supplier.
2. The definition of “service supplied in the exercise of governmental authority” in Article 8.2 (Definitions) of Chapter 8 (Trade in Services) shall not apply to services covered by this Annex.

第1条：范围

1. 本附件规定了与第8章（服务贸易）相关的、超出该章节的措施。
2. 本附件适用于影响金融服务供应的措施。在本附件中提及的金融服务供应，应指以下情形的金融服务供应：

(a) 从一方领土供应至另一方领土；(b) 在一方领土内向另一方的服务消费者供应；(c) 由一方服务提供者，通过在另一方领土内的商业存在进行供应；或(d) 由一方服务提供者，通过该方自然人在另一方领土内的存在进行供应。

第2条：定义

1. 根据本附件的规定，本协定第8章（服务贸易）中提到的“政府当局行使职能时提供的服务”是指以下内容：
 - (a) 中央银行或货币当局或任何其他公共实体为实施货币或汇率政策而开展的活动；(b) 构成法定社会保障制度或公共退休计划一部分的活动；或(c) 公共实体为政府账户或代表政府、使用政府金融资源而开展的其他活动，但一方允许其金融服务提供者在与公共实体或金融服务提供者竞争的情况下开展第1(b)款或第1(c)款所述的活动时除外。
2. “政府行使职能提供的服务”在《第8章（服务贸易）》第8.2条（定义）中的定义不适用于本附件涵盖的服务。

3. For the purposes of this Annex:

- (a) **financial service** is any service of a financial nature offered by a financial service supplier of a Party. Financial services include all insurance and insurance-related services, and all banking and other financial services (excluding insurance). Financial services include the following activities:

Insurance and insurance-related services

- (i) direct insurance (including co-insurance):
 - (A) life; and
 - (B) non-life;
- (ii) reinsurance and retrocession;
- (iii) insurance intermediation, such as brokerage and agency;
- (iv) services auxiliary to insurance, such as consultancy, actuarial, risk assessment, actuarial and claim settlement services;

Banking and other financial services (excluding insurance)

- (v) acceptance of deposits and other repayable funds from the public;
- (vi) lending of all types, including consumer credit, mortgage credit, factoring and financing of commercial transaction;
- (vii) financial leasing;
- (viii) all payment and money transmission services, including credit, charge and debit cards, travellers cheques and bankers drafts;
- (ix) guarantees and commitments;
- (x) trading for own account or for account of customers, whether on an exchange, in an over-the-counter market, or otherwise, the following:
 - (A) money market instruments (including cheques, bills, certificates of deposits);
 - (B) foreign exchange;

3. 就本附件而言：

- (a) 金融服务是指一方金融服务提供者提供的任何具有金融性质的服务。金融服务包括所有保险和保险相关服务，以及所有银行业务及其他金融服务（不包括保险）。金融服务包括以下活动：

保险和保险相关服务

- (i) 直接保险（包括共同保险）：
 - (A) 人寿；和
 - (B) 非人寿；
- (ii) 再保险和分保；
- (iii) 保险中介，如经纪和代理；
- (iv) 保险辅助服务，如咨询、精算、风险评估、精算和理赔服务；

银行业务及其他金融服务（不包括保险）

- (v) 存款接受和其他可偿还资金； (vi) 各类贷款，包括消费者信用、抵押贷款、保理和商业交易融资； (vii) 金融租赁； (viii) 所有支付和资金传输服务，包括信用卡、记账卡、借记卡、旅行支票和银行汇票； (ix) 担保和承诺； (x) 为自己账户或为客户账户进行的交易，无论是在交易所、场外交易市场还是其他方式，包括： (A) 货币市场工具（包括支票、票据、存款证明）； (B) 外汇；

- (C) derivative products including, but not limited to, futures and options;
- (D) exchange rate and interest rate instruments, including products such as swaps, forward rate agreements;
- (E) transferable securities; and
- (F) other negotiable instruments and financial assets, including bullion;
- (xi) participation in issues of all kinds of securities, including underwriting and placement as agent (whether publicly or privately) and provision of services related to such issues;
- (xii) money broking;
- (xiii) asset management, such as cash or portfolio management, all forms of collective investment management, pension fund management, custodial, depository and trust services;
- (xiv) settlement and clearing services for financial assets, including securities, derivative products, and other negotiable instruments;
- (xv) provision and transfer of financial information, and financial data processing and related software by suppliers of other financial services; and
- (xvi) advisory, intermediation and other auxiliary financial services on all the activities listed in paragraphs 3(a)(v) through 3(a)(xv), including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy;
- (b) **financial service supplier** means any natural or juridical person of a Party wishing to supply or supplying financial services but does not include a public entity; and
- (c) **public entity** means:
 - (i) a government, a central bank or a monetary authority of a Party, or an entity owned or controlled by a Party, that is principally engaged in carrying out governmental functions or activities for governmental purposes, not including an entity principally engaged in supplying financial services on commercial terms; or

(C) 衍生产品，包括但不限于期货和期权；(D) 汇率和利率工具，包括互换、远期利率协议等产品；(E) 可转让证券；以及 (F) 其他可流通票据和金融资产，包括贵金属；

(xi) 参与各种证券的发行，包括作为代理人进行的承销和分销（无论公开或私下），以及提供与此类发行相关的服务；(xii) 资金中介；(xiii) 资产管理，如现金或投资组合管理、各种集合投资管理、养老金管理、托管、保管和信托服务；(xiv) 金融资产的结算和清算服务，包括证券、衍生产品和其他可流通票据；(xv) 提供和转让金融信息，以及由其他金融服务供应商提供的金融数据处理和相关软件；以及 (xvi) 就第 3 段 (a)(v) 至 (a)(xv) 中列出的所有活动提供的咨询、中介和其他辅助金融服务，包括信用参考和分析、投资和投资组合研究及建议、收购建议以及公司重组和战略建议；

(b) 金融服务提供者是指任何一方希望提供或正在提供金融服务但不包括公共实体的自然人或法人；以及

(c) 公共实体是指：

(i) 一方政府、中央银行或货币当局，或一方拥有或控制的实体，主要参与为政府目的执行政府职能或活动，不包括主要在商业条件下提供金融服务的实体；或

- (ii) a private entity performing functions normally performed by a central bank or monetary authority, when exercising those functions.

ARTICLE 3: DOMESTIC REGULATION

1. Notwithstanding any other provisions of this Chapter, a Party shall not be prevented from adopting or maintaining reasonable measures for prudential reasons, including for:

- (a) the protection of investors, depositors, policy-holders, policy-claimants, persons to whom a fiduciary duty is owed by a financial service supplier, or any similar financial market participants; or
- (b) ensuring the integrity and stability of that Party's financial system.

2. Where such measures do not conform with the provisions of this Chapter, they shall not be used as a means of avoiding that Party's commitments or obligations under this Chapter. Such measures shall not constitute a disguised restriction on trade in services and shall not discriminate against financial services or financial service suppliers of the other Party in comparison to the Party's own like financial services or like financial service suppliers.

3. Nothing in this Chapter shall be construed to require a Party to disclose information relating to the affairs and accounts of individual customers or any confidential or proprietary information in the possession of public entities.

ARTICLE 4: RECOGNITION

1. A Party may recognise prudential measures of the other Party, or a non-party, in determining how the Party's measures relating to financial services shall be applied. Such recognition, which may be achieved through harmonisation or otherwise, may be based upon an agreement or arrangement with an international standard-setting body, the other Party, or a non-party concerned, or may be accorded autonomously.

2. A Party that is a party to such an agreement or arrangement referred to in paragraph 1, whether future or existing, shall afford adequate opportunity for the other Party to negotiate its accession to such agreements or arrangements, or to negotiate comparable ones with it, under circumstances in which there would be equivalent regulation, oversight, implementation of such regulation, and, if appropriate, procedures concerning the sharing of information between the parties to the agreement or arrangement.

- (ii) 在行使这些职能时，执行中央银行或货币当局通常履行的职能的私营实体。

第三章：国内法规

1. 不论本章有任何其他规定，一方不得因审慎理由而受阻，不得采用或维持合理措施，包括：

- (a) 保护投资者、存款人、保单持有人、保单索赔人、受金融服务提供者承担信托责任的人，或任何类似金融服务市场参与者；或 (b) 确保该方金融体系的完整性和稳定性。

2. 如果此类措施不符合本章的规定，则不得将其用作规避该方在本章项下的承诺或义务的手段。此类措施不得构成伪装的服务贸易限制，也不得在与其他方的同类金融服务或同类金融服务提供者相比时，歧视另一方的金融服务或金融服务提供者。

3. 本章的任何规定均不得解释为要求一方披露与个人客户的事务和账目或公共实体持有的任何机密或专有信息有关的信息。

第四章：承认

1. 一方可以承认另一方的审慎措施或非方的审慎措施，以确定一方与金融服务相关的措施应如何应用。这种承认可以通过协调或其他方式实现，可以基于与国际标准制定机构、另一方或有关非方的协议或安排，也可以自主给予。

2. 第1段所述协议或安排的一方，无论是现有的还是未来的，都应给另一方提供充分的机会，以在存在同等监管、监督、此类监管的实施的情况下，加入此类协议或安排，或与其谈判达成类似的协议或安排，并且，如适用，还应提供缔约方或安排方之间信息共享的程序。

3. Where a Party accords recognition autonomously, it shall afford adequate opportunity for the other Party to demonstrate that such circumstances as referred to in paragraph 2 exist.

ARTICLE 5: REGULATORY TRANSPARENCY

1. The Parties recognise that transparent measures governing the activities of financial institutions and cross-border financial service suppliers are important in facilitating their ability to gain access to and operate in each other's market.

2. Each Party shall ensure that measures of general application adopted or maintained by a Party are promptly published or otherwise made publicly available.

3. Each Party shall take such reasonable measures as may be available to it to ensure that the rules of general application adopted or maintained by self-regulatory organisations¹ of the Party are promptly published or otherwise made publicly available.

4. Each Party shall maintain or establish appropriate mechanisms for responding to inquiries from interested persons² of the other Party regarding measures of general application to which this Annex applies.

5. Each Party's regulatory authorities shall make publicly available their requirements, including any documentation required, for completing applications relating to the supply of financial services.

6. Each Party's regulatory authorities shall make administrative decisions on a completed application of a financial service supplier of the other Party seeking to supply a financial service in that Party's territory within 180 days and shall notify the applicant of the decision where possible in writing, without undue delay:

- (a) an application shall not be considered complete until all relevant proceedings are conducted and the regulatory authorities consider all necessary information has been received; and
- (b) where it is not practicable for a decision to be made within 180 days, the regulatory authority shall notify the applicant without delay and shall endeavour to make the decision within a reasonable time thereafter.

¹ In the case of Australia, "self-regulatory organisation" means any non-governmental body, including any securities or futures exchange or market, clearing or payment settlement agency, or other organisation or association that exercises its own or delegated regulatory or supervisory authority over financial service suppliers or financial institutions; and in the case of China, means an organisation recognised as a self-regulatory body by the central government according to China's laws and regulations.

² The Parties confirm their shared understanding that "interested persons" in this Article should only be persons whose direct financial interest could potentially be affected by the adoption of the regulations of general application.

3. 当一方自主给予承认时，应给另一方提供充分的机会，以证明第2段所述的情况存在。

第5条：监管透明度

1. 各方承认，规范金融机构和跨境金融服务提供者活动的透明措施，对于促进其进入和经营对方市场的能力至关重要。

2. 每一方应确保，一方采取或维持的普遍适用措施均应及时公布或以其他方式公开可用。

3. 每一方应采取其所能采取的合理措施，以确保一方自律组织¹ 制定的普遍适用规则均应及时公布或以其他方式公开可用。

4. 每一方应维持或建立适当机制，以回应另一方利益相关者² 关于本附件适用的普遍适用措施提出的询问。

5. 每一方监管机构应公开其完成与金融服务供应相关的申请的要求，包括所需任何文件。

6. 每一方监管机构应在另一方金融服务提供者申请在该方领土内供应金融服务且已完成申请之日起180天内作出行政决定，并在可能的情况下，不迟延地以书面形式通知申请人该决定：

- (a) 一个申请不应被视为完整，直到所有相关程序进行完毕且监管机构认为所有必要信息已收到；以及 (b) 如果在180天内做出决定不切实际，监管机构应立即通知申请人，并应努力在合理时间之后做出决定。

¹ 在澳大利亚，该术语指任何非政府机构，包括任何证券或期货交易所或市场、清算或支付结算机构，或行使对金融服务提供者或金融机构的自身或授权监管或监督权力的其他组织或协会；在中国的情况下，是指根据中国法律和法规被中央政府认定为自律组织的组织。

² 缔约方确认其共同理解，即本条中的“利益相关者”应仅指其直接财务利益可能因一般适用法规的采纳而受到潜在影响的个人。

7. On the written request of an unsuccessful applicant, a regulatory authority that has denied an application shall endeavour to inform the applicant of the reasons for denial of the application in writing.

ARTICLE 6: DISPUTE SETTLEMENT

Arbitrators on an arbitral tribunal established in accordance with Chapter 15 (Dispute Settlement) for disputes on prudential issues and other financial matters shall have the necessary expertise relevant to the specific financial service under dispute.

ARTICLE 7: COMMITTEE ON FINANCIAL SERVICES

1. The Parties hereby establish a Committee on Financial Services (hereinafter referred to as the “Committee”).

2. The Committee shall comprise officials of each Party from authorities responsible for financial services. The authorities responsible for financial services are:

- (a) for Australia, the Treasury and the Department of Foreign Affairs and Trade and, as necessary, officials from the relevant regulatory authorities including the Australian Prudential Regulation Authority, Reserve Bank of Australia and Australian Securities and Investment Commission; and
- (b) for China, the Ministry of Commerce and, as necessary, officials from the relevant regulatory authorities, including the People’s Bank of China, China Banking Regulatory Commission, China Securities Regulatory Commission, China Insurance Regulatory Commission and the State Administration of Foreign Exchange.

3. The Committee shall:

- (a) supervise the implementation of this Annex and its further elaboration; and
- (b) consider issues regarding financial services that are referred to it by a Party, including ways for the Parties to incorporate into this Agreement development in their markets for financial services and to cooperate more effectively in the financial services sector.

4. The Committee shall meet every two years, or as otherwise agreed, to assess the functioning of this Agreement as it applies to financial services.

7. 根据未成功申请人的书面请求，已拒绝申请的监管机构应努力以书面形式告知申请人拒绝申请的原因。

第6条：争端解决

根据第15章（争端解决）设立的仲裁庭，对于审慎问题和其他金融事项的争端，其仲裁员应具备与争议中特定金融服务相关的必要专业知识。

第7条：金融服务委员会

1. 各方特此设立金融服务委员会（以下简称“委员会”）。

2. 委员会应包括各方可负责金融服务的机构的官员。负责金融服务的机构是：

- (a) 对于澳大利亚，财政部和外交贸易部，并在必要时，包括澳大利亚审慎监管局、澳大利亚储备银行和澳大利亚证券和投资委员会的相关监管机构官员；以及 (b) 对于中国，商务部，并在必要时，包括中国人民银行、中国银行业监督管理委员会、中国证券监督管理委员会、中国保险监督管理委员会和国家外汇管理局的相关监管机构官员。

3. 委员会应：

- (a) 监督本附件的实施及其进一步细化；以及 (b) 审议一方提交给它的金融服务问题，包括缔约方将其金融服务市场的发展纳入本协定以及缔约方在金融服务部门更有效地合作的方式。

4. 委员会应每两年召开一次，或经另行同意，以评估本协定在金融服务方面的运作情况。

ARTICLE 8: CONSULTATIONS

A Party may request consultations with the other Party regarding any matter arising under this Agreement that affects financial services. The other Party shall give sympathetic consideration to the request.

第八条：磋商

一方可就本协定下影响金融服务的任何事项，与另一方进行磋商。另一方应给予同情的考虑。